

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUMMONS FOR JUDGMENT NO.537 OF 2003
IN
SUMMARY SUIT NO.1413 OF 2003.**

Mulchand P.Nahar .. Plaintiff

versus

Pradeep S.Shede .. Defendant

...

Mr.Ramesh Jain for Plaintiff.

None for Defendant.

CORAM : D.G. KARNIK, J

DATED : 2nd March, 2005.

P.C:-

1. Heard learned counsel for the plaintiff. None present for the defendant. Learned counsel for the plaintiff hands in the affidavit of service dated 2nd March, 2005 sworn by Mr.Subhash Tembe. The affidavit is taken on record.

2. Learned counsel for the plaintiff also hands in the documents under a list. The documents are taken on record and collectively marked Exhibit A for identification.

3. Despite service of the Summons for Judgment the defendant has not filed an application for leave to defend nor filed any affidavit in reply. In the circumstances, the averments made in the plaint are deemed to be admitted. I have perused the plaint and also the documents produced. The plaintiff advanced to the defendant a loan of Rs.1,00,000/- for which the defendant executed a promissory note. The original promissory note is filed on record. Despite service of notice, the defendant failed and neglected to make the payment. The office copy of the notice and the acknowledgment is also filed on record. I am satisfied that the plaintiff is entitled to a decree under order 37 Rule 3 (6) of the Code of Civil Procedure.

4. For these reasons Summons for Judgment is made absolute and suit of the plaintiff is decreed as follows :

" The defendant shall pay to the plaintiff a sum of Rs.1,00,000/- together with interest at 18 % p.a. from the date of the suit till payment and all costs of the suit. Issue court fee refund as per rules.

D.G.KARNIK, J